

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MARSH USA INC.,

Plaintiff,

-against-

MICHAEL MACHUA MILLETT,

Defendant.

Case No. 22-cv-06656 (JMF)

**INITIAL DISCLOSURES**

Plaintiff Marsh USA Inc., by and through its attorneys, Littler Mendelson, P.C., hereby provide the following Initial Disclosures pursuant to Rule 26(a)(1) of the Federal Rules Civil Procedure in the above-captioned action. These disclosures are complete as of this date. Plaintiff reserves the right to modify and/or supplement these disclosures if it becomes aware of additional information and documents subject to disclosure.

By making these disclosures, Plaintiff does not represent that it is identifying every document, tangible thing, or witness possibly relevant to this lawsuit. Further, Plaintiff makes the following disclosures without waiving, intentional or otherwise, its right to object to the production of any document or tangible thing on the basis of any privilege, the attorney work-product doctrine, privacy, relevancy, undue burden, or any other valid objection. Rather, Plaintiff has made a good faith effort to identify information subject to the disclosure requirements of Fed. R. Civ. P. 26(a)(1). Documents prepared by or for counsel, or other documents subject to the protection of a privilege or the attorney work product doctrine, are not included.

Subject to the foregoing, Plaintiff provides the following information:

- I. **The name and, if known, the address and telephone number of each individual likely to have discoverable information – along with the subjects of that information – that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment.**

<b>Name</b>	<b>Subjects of Discoverable Information</b>
Michael Machua Millett	<ul style="list-style-type: none"> <li>• Defendant's Employment with Marsh</li> <li>• Defendant's Relationships with Marsh Clients</li> <li>• Defendant's Non-Solicitation and Restrictive Covenants Agreements with Marsh</li> <li>• Defendant's Employment with Lockton</li> <li>• Defendant's Breaches of his Non-Solicitation and Restrictive Covenants Agreements with Marsh</li> <li>• Plaintiff's Damages</li> </ul>
Gary Phillips	<ul style="list-style-type: none"> <li>• Defendant's Employment with Lockton</li> <li>• Defendant's Breaches of his Non-Solicitation and Restrictive Covenants Agreements with Marsh</li> </ul>
Timothy Ryan	<ul style="list-style-type: none"> <li>• Defendant's Employment with Lockton</li> <li>• Defendant's Breaches of his Non-Solicitation and Restrictive Covenants Agreements with Marsh</li> </ul>

The following individuals are current employees of Marsh and may be contacted through Marsh's counsel, Michael Weber, Littler Mendelson, P.C., 900 Third Avenue, New York, NY 10022, 212.583.9600:

<b>Name</b>	<b>Subjects of Discoverable Information</b>
James Beatty	<ul style="list-style-type: none"> <li>• Defendant's Employment with Marsh</li> <li>• Defendant's Relationships with Marsh Clients</li> <li>• Defendant's Non-Solicitation and Restrictive Covenants Agreements with Marsh</li> <li>• Defendant's Breaches of his Non-Solicitation and Restrictive Covenants Agreements with Marsh</li> <li>• Plaintiff's Damages</li> </ul>

Name	Subjects of Discoverable Information
Collette Frank	<ul style="list-style-type: none"> <li>• Defendant's Relationships with Marsh Clients</li> <li>• Defendant's Breaches of his Non-Solicitation and Restrictive Covenants Agreements with Marsh</li> </ul>
John Umbach	<ul style="list-style-type: none"> <li>• Defendant's Employment with Marsh</li> <li>• Defendant's Relationships with Marsh Clients</li> <li>• Defendant's Non-Solicitation and Restrictive Covenants Agreements with Marsh</li> <li>• Defendant's Breaches of his Non-Solicitation and Restrictive Covenants Agreements with Marsh</li> <li>• Plaintiff's Damages</li> </ul>
Andrew Fiscella	<ul style="list-style-type: none"> <li>• Defendant's Employment with Marsh</li> <li>• Defendant's Relationships with Marsh Clients</li> <li>• Defendant's Non-Solicitation and Restrictive Covenants Agreements with Marsh</li> <li>• Defendant's Breaches of his Non-Solicitation and Restrictive Covenants Agreements with Marsh</li> <li>• Plaintiff's Damages</li> </ul>

Plaintiff further identifies: any person identified in Defendant's Initial Disclosures; any person identified in the Parties' Interrogatory Responses; any person identified in deposition testimony; and any person identified in responses to Third-Party Subpoenas.

Plaintiff reserves the right to identify additional individuals revealed to have relevant knowledge during the course of discovery in this litigation.

**II. Documents, electronically stored information and tangible things that the disclosing party has in its possession, custody or control and may use to support its claims or defenses, unless the use would be solely for impeachment.<sup>1</sup>**

- Non-Solicitation and Restrictive Covenant Agreements executed by Defendant during his employment with Marsh.
- Records of Defendant's compensation, incentives, bonuses, stock options and equity awards.

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<sup>1</sup> Documents will be produced under separate cover.

- Defendant's travel and expense reports.
- Documents and ESI concerning Defendant's breaches of his Non-Solicitation and Restrictive Covenant Agreements with Marsh.
- Documents and ESI concerning Plaintiff's damages.
- Defendant's personnel documents and performance reviews.
- Plaintiff's applicable policies and handbooks.

Plaintiff reserves its right to amend these disclosures to add additional documents or to use any other documents and things located or produced during discovery in this action.

### **III. Computation of Damages**

Plaintiff will seek all damages, including attorneys' fees and costs, available to it under the claims set forth in the Second Amended Complaint. Plaintiff's economic damages may require one or more expert witnesses to calculate. Because discovery is in its infancy, Plaintiff is not yet in a position to compute damages.

### **IV. Insurance Agreements**

Not applicable.

Date: November 23, 2022  
New York, New York

/s/ A. Michael Weber

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